



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-023965-26-AM

In the matter of: **APT #6-** 14 BALFOUR PL
LONDON ON N5W 4V8

Between: Peter Russo Landlord

and

Erin H. Brasil
Shawn D. Corey Tenants

This order is amended to correct a clerical error. The amendments are in bold and underlined.

Peter Russo (the 'Landlord') applied for an order to terminate the tenancy and evict Erin H. Brasil and Shawn D. Corey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 26, 2026.

The Landlord and his representative, Carmen Dawdy and the Tenants attended the hearing.

The Landlord requested that the Application be amended to include the unit number. I am satisfied that the omission of the unit number from the application is a clerical error and that no prejudice will result from the amendment. Therefore, the application is amended to include the unit number.

Determinations:

Tenants' issues

1. Shawn D. Corey testified on behalf of the Tenants. Mr. Corey stated that he wanted to raise maintenance and interference issues; however, he acknowledged that he had not properly raised their issues as required by s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In addition, the Landlord was not prepared to respond to the Tenants' issues because the Tenants did not make the Landlord aware of their intention to raise s.82 issues in advance of this hearing.

2. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlords and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply. In this case, I find that the Tenants had advance notice of this hearing to properly raise s.82 issues, but they did not.
3. For the reasons set out above, I did not hear any evidence or submission regarding the Tenants' s.82 issues. However, I informed the Tenants to seek legal advice and that they can file their own application.

L1 Application

4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$1,295.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$42.58. This amount is calculated as follows: $\$1,295.00 \times 12$, divided by 365 days.
8. It is undisputed that the Tenants have not made any payments since the application was filed. The rent arrears owing to May 31, 2026, are \$3,885.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Landlord requested an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
12. The Tenants requested a payment plan and to preserve their tenancy. Mr. Corey testified regarding their household income and expenses; he indicated that they are able to pay \$500.00 a month towards the arrears in addition to their rent. He recently obtained employment and makes \$20.00 per hour working 40 hours a week and his wife receives ODSP in the amount of \$2,200.00. I found Mr. Corey's testimony to be credible regarding the Tenants income and expenses, and I am satisfied that the Tenants are able to make payments towards the arrears while continuing to pay the ongoing rent given her income and expenses.

13. While the Landlord's representative submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position. Therefore, based on the evidence before me I find it is reasonable to provide the Tenants with an opportunity to preserve their tenancy and pay the arrears in installments. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Having considered all the circumstances, I find that relief from eviction is appropriate in the circumstance.

It is ordered that:

1. The Tenants shall pay to the Landlord \$4,071.00 for arrears of rent up to May 31, 2026, which includes the \$186.00 filing fee, in accordance with the following schedule:

DATE OF PAYMENT	AMOUNT
July 15, 2026	\$500.00
August 15, 2026	\$500.00
September 15, 2026	\$500.00
October 15, 2026	\$500.00
November 15, 2026	\$500.00
December 15, 2026	\$500.00
January 15, 2027	\$500.00
February 15, 2027	\$571.00

2. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026 to February 28, 2027 or until the arrears are paid in full, whichever date is earliest.
3. **If not already paid, the Tenants shall also pay to the Landlord the new rent for the month of June 2026 by June 25, 2026.**
4. If the Tenants fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy

and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

June 17, 2026
Date Amended

June 3, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.